

9-135A007

No.

Date

Fee \$

ITEL
Pullman
May 9, 1989

Istel Rail Corporation Washington, D. C.
55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

16338/14
RECORDATION NO. _____ FILED 1425

MAY 15 1989 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Rider No. FMCCQJ52A to Master Lease dated as of April 19, 1989, between Istel Railcar Corporation and FMC Corporation

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Rider under the Master Lease dated as of April 19, 1989, between Istel Railcar Corporation and FMC Corporation, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Istel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

FMC Corporation (Lessee)
2000 Market Street
Philadelphia, Pennsylvania 19103

This Rider covers one hundred eleven (111) 4780 cubic foot, 100-ton, covered hoppers bearing reporting marks USLX 20400-20516 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

NOTICE OF FILING
MAY 15 11 24 AM '89

This Rider shall be attached to and forms a part of Master Lease dated as of the 19th day of April, 1989, by and between ITTEL RAILCAR CORPORATION and

FMC CORPORATION

Cars covered by this Rider:

<u>Quantity</u>	<u>Description</u>	<u>Capacity, Each</u>	<u>Fixed Rental, Each</u>
111	Covered Hopper Cars, equipped with trough hatches and gravity outlets	4780 c.f. 100-ton	\$ per month

With respect to the cars covered by this Rider, it is hereby agreed that, despite any terms or conditions of the Railroad Equipment Lease between Pullman Leasing Company and FMC Corporation dated February 1, 1976 and/or this Rider:

The application of interior and/or exterior protective coating to the cars and any maintenance, renewal or removal of a new or existing interior and/or exterior protective coating are to be performed by, and at the expense of, Lessee. Upon return of the cars, Lessee, at its expense, shall remove or cause to be removed from the cars, any special paint, lettering or other markings originally applied by or at the request of Lessee.

The first sentence of Article 10 is hereby amended to read as follows:

Except where responsibility is placed upon others as provided in Article 12A hereof, Lessor, at its expense, subject to delays beyond its control, agrees to maintain the cars, exclusive of interior lading protection devices, special interior linings and removable parts, if any, in good condition and repair according to the Code of Rules hereinafter mentioned after Lessor has been notified by Lessee or has actual knowledge that any of the cars are in need of repair.

The third sentence of Article 12A of the Lease is hereby amended to read as follows:

In the event that any car is lost, damaged or destroyed on any tracks of Lessee or on any private track, or in the event that any car is damaged by any commodity which may be transported or stored in or on such car, such repairs, renewals or replacements as may be necessary to replace the car or to place it in good order and repair and any cleaning of such car which may be required prior to any such repairs or renewals shall be at the sole cost and expense of Lessee.

The first sentence of Article 25 of the Lease is hereby amended to read as follows:

At the termination of this Lease or applicable Rider, Lessee, at its sole cost and expense, shall return each of the cars and each part thereof to Lessor at such repair shop, storage yard, terminal facility or other point as designated by Lessor, on the date on which the term of this Lease or applicable Rider expires, empty, free from residue and in the same good order and condition as it was delivered by Lessor to Lessee, ordinary wear and tear and repairs that Lessor is required to make pursuant to Article 10 hereof, excepted.

16333 *A*
RECORDATION #3 FILED 1423

MAY 15 1989 -11 30 AM

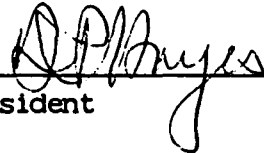
INTERSTATE COMMERCE COMMISSION

LEASE NO. FMCCOJ52A

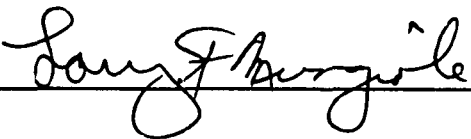
All of the other terms and conditions of the Lease shall remain in full force and effect.

The term of the Lease, with respect to the cars covered by this Rider, shall commence on the 2nd day of July, 1989, and shall continue to and include the 30th day of June, 1990.

ITEL RAILCAR CORPORATION

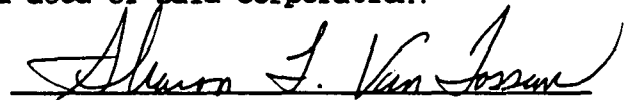
By 
President

FMC CORPORATION

By 

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 21st day of April, 1989, before me personally appeared Desmond P. Hayes, to me personally known who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

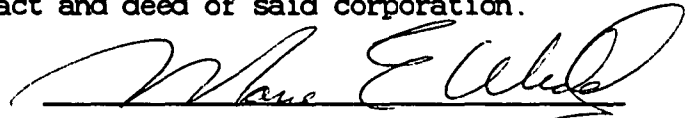


Notary Public



STATE OF)
) ss:
COUNTY OF)

On this 27 day of APRIL, 1989, before me personally appeared LARRY MUNGIOLE, to me personally known who being by me duly sworn says that such person is MGM of FMC, that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

